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National Union United Security & Police Officers of America *and* Danyeta Jones *and* Fidelis Njinkeng. Cases 05–CB–112215 and 05–CB–114849

March 26, 2015

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS JOHNSON AND MCFERRAN

The General Counsel seeks a default judgment in this case pursuant to the terms of an informal settlement agreement. Upon a charge filed by Danyeta Jones on August 28, 2013, an amended charge filed by Jones on November 4, 2013, a charge filed by Fidelis Njinkeng on October 17, 2013, and an amended charge filed by Njinkeng on November 19, 2013, the Regional Director issued a consolidated complaint on November 26, 2013, against National Union United Security & Police Officers of America (the Respondent), alleging that it violated Section 8(b)(1)(A) and (2) of the Act.

Subsequently, the Respondent executed an informal settlement agreement, which was approved by the Acting Regional Director for Region 5 on March 12, 2014.[1] Pursuant to the terms of the settlement agreement, the Respondent agreed, among other things, to distribute the notice by email to all members and employees of MVM, Inc., employed in the bargaining unit represented by the Respondent, and to forward a copy of that email and a list of all of the recipients' email addresses to the Region's compliance officer. The Respondent also agreed to notify all bargaining unit employees in writing of their rights under *NLRB v. General Motors*, 373 U.S. 734 (1963), and *Communications Workers v. Beck*, 487 U.S. 735 (1988), and to provide the Regional Director with copies of all correspondence the Respondent received from employees in response to its *General Motors*/*Beck* notice. The Respondent also agreed to provide the Regional Director with all records showing dues payments to the Respondent from bargaining unit employees from September 7, 2012, to the present.

The Respondent also agreed to recognize as objecting nonmembers Njinkeng (as of May 17, 2013), and Jones and Princess Griffith (both as of Aug. 17, 2013), and to retroactively reduce the amount of dues and fees they were charged during that time period. The Respondent also agreed to provide Jones and Griffith with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, notice of an opportunity to challenge that calculation, and the procedure for challenging the Respondent's calculation. The Respondent further agreed to refund with interest, to the extent not already refunded, those portions of dues and fees collected or charged at the full member rate rather than the objecting nonmember rate from Njinkeng since May 17, 2013, from Jones and Griffith since August 17, 2013, and from any other employees who first paid dues on or after February 28, 2013, who filed a *Beck* objection, and to provide copies of these refund checks to the Regional Director. The Respondent agreed to reimburse employees for retroactive dues paid after February 28, 2013, for the period covering April 1 to September 7, 2012. The Respondent further agreed to provide Griffith, Jones, and Njinkeng copies of the Respondent's 2013 statements of expenses for representational and nonrepresentational activities.

The settlement agreement also contained the following provision:

> The Charged Party agrees that in case of noncompliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that all the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

The exhibits attached to the General Counsel's memorandum in support of Motion for Default Judgment, as

[1] All dates are in 2014 unless otherwise specified.

well as the exhibits attached to the Respondent's response, document the substantial postsettlement correspondence occurring from March through June 2014[2] between the Respondent and the Regional Office concerning compliance with the terms of the settlement agreement. According to the exhibits, which indicate that the Respondent did not meet compliance deadlines on June 9 and 17, the Region's compliance officer informed the Respondent's attorney by email dated June 23 that she had recommended that the Region file a motion for default judgment, noting that the Respondent had consistently ignored every deadline the Region had provided. The compliance officer's recommendation allowed that "[i]f the evidence arrives before [the motion] is filed, or shortly thereafter, we can always deviate from that course . . . ."

By letter dated July 25, the Regional Director informed the Respondent that it had failed to comply with several provisions of the settlement agreement, and if its noncompliance was not cured by August 8, the Region would initiate default proceedings, including reissuing a complaint and filing a motion for default judgment with the Board. The Respondent did not respond.

Accordingly, having received no response to his July 25 letter and pursuant to the terms of the noncompliance provisions of the settlement agreement, the Acting Regional Director issued a consolidated complaint on August 15, alleging that the Respondent engaged in unfair labor practices in violation of Section 8(b)(1)(A) and (2), and, on August 18, filed a motion to transfer the case to the Board and for default judgment, with exhibits attached. On August 21, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. On September 4, the Respondent filed a response to the Order to Show Cause, with exhibits attached. On September 18, the General Counsel filed a reply to the Respondent's response.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

The General Counsel alleges that the Respondent has failed to comply with numerous terms of the settlement agreement. The Respondent admits some of these allegations, responds to others, and implicitly argues that it had cause not to comply with the settlement agreement. For the following reasons, we find the Respondent's arguments unavailing.

The General Counsel first alleges that the Respondent breached the settlement agreement by failing to distribute the notice to employees and members by email to all employees in the MVM bargaining unit represented by the Respondent, and to forward a copy of that email and a list of all the recipients' email addresses to the Region's compliance officer.[3] The Respondent admits that it did not distribute the notice to the unit employees or to the compliance officer.

The General Counsel also alleges that the Respondent breached the settlement agreement by failing to notify all bargaining unit employees in writing of their *Beck* rights.[4] Although the Respondent asserts, in its response to the Notice to Show Cause, that it issued the *Beck* notice to employees by mail on July 23, it does not contend that it notified the Region that it had done so. Nor did it provide the Region with a copy of the *Beck* letter sent to employees, as required by the settlement agreement. Accordingly, the General Counsel's assertion that the Respondent failed to fulfill this requirement of the settlement agreement stands.

The General Counsel further contends that default judgment is warranted because the Respondent failed to provide the Regional Director with copies of all correspondence the Respondent received from employees in response to its *Beck* notice. The Respondent asserts that only one member has indicated a desire to become a *Beck* objector and that the Respondent intends to process the correspondence it has received from that member pursuant to the requirements of the settlement agreement. Although the Respondent included a letter from a *Beck* objector as an exhibit attached to its response to the motion for default judgment, the Respondent does not dispute the General Counsel's contention that it has not fulfilled its obligation under the settlement agreement to provide such correspondence to the Regional Director.

Next, the General Counsel alleges that the Respondent failed to provide the Regional Director with all records

[2] The parties have appended as exhibits email correspondence between the Respondent's counsel and the Region dated March 5, 18, 24, April 14, May 29, June 9, 10, 17, 18, 20, and 23.

[3] Contrary to the Respondent's assertion, the General Counsel does not allege that the Respondent failed to sign and post the notices for 60 days or send labels to the Region for mailing of the notices.

[4] The Respondent argues that two provisions of the settlement agreement are inconsistent: the Respondent reads attachment A, sec. 2 and 6, to require it to provide a *Beck* notice to the charging parties and all bargaining unit members, while sec. 3 requires the Respondent to submit a copy of the *Beck* notice to the Region before sending it to unit members. We find the Respondent's argument unavailing. The Respondent submitted its proposed *Beck* notice, and proposed correspondence apprising bargaining unit members of their rights under the settlement agreement, to the Region on March 18. Its claim that it believed the settlement agreement required approval prior to its issuance was addressed in correspondence dated June 23, when the compliance officer informed the Respondent that prior approval was not required and the Respondent should issue the *Beck* notice immediately.

showing dues payments to the Respondent from bargaining unit employees from February 2014 to the present. In its response, the Respondent contends that it provided the records as attachments to a March 5 email to the Region, but in support it submitted only a copy of a March 5 email without any such attachments.

The General Counsel next alleges that the Respondent has failed to refund with interest, to the extent not already refunded, those portions of dues and fees collected or charged at the full member rate rather than the objecting nonmember rate from Njinkeng since May 17, 2013, from Jones and Griffith since August 17, 2013, and from any other employee who first paid dues on or after February 28, 2013, and filed a *Beck* objection, and to provide copies of these refund checks to the Regional Director. The General Counsel further alleges that the Respondent has not reimbursed employees for retroactive dues paid after February 28, 2013, for the period covering April 1 to September 7, 2012.[5] In its response to the Notice to Show Cause, the Respondent has included copies of checks to Jones and Njinkeng dated August 7, 2014, with the memorandum "Reimb. Union Dues Paid." The Respondent does not contend that it has reimbursed Griffith or any other employees or that it has provided copies of any refund checks to the Regional Director. Thus, the General Counsel's allegations are undisputed.

The General Counsel further contends that default judgment is warranted because the Respondent failed to: recognize as objecting nonmembers Njinkeng (as of May 17, 2013), and Jones and Griffith (both as of Aug. 17, 2013); retroactively reduce the amount of dues and fees they were charged during those periods, and provide them with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, notice of an opportunity to challenge that calculation, and the procedure for challenging the Respondent's calculation; and provide them with copies of the Respondent's 2013 statements of expenses for representational and nonrepresentational activities. The Respondent does not specifically respond to these allegations. Instead, it broadly asserts that "[t]he only item, pursuant to the Settlement Agreement . . . which remains unaccomplished is the electronic Notice."[6] We find that this response fails to raise any material issues of fact with regard to the specifics of the General Counsel's detailed allegation and, as such, fails to show cause why the motion for default judgment should not be granted. See generally *Bristol Manor Health Care Center*, 360 NLRB No. 7, slip op. at 2 (2013) ("Although the Respondent asserts generally that it has complied with each and every request . . . the Respondent has not established that it has fully complied with the settlement agreement . . . .").

Finally, the Respondent's opposition to the Notice to Show Cause asserts that it "has one full-time employee and no administrative staff," thereby suggesting that its ability to comply was affected by its lack of staff. The Respondent's assertion is unavailing. The exhibits attached to the General Counsel's motion are comprised of correspondence in which the Region repeatedly informed the Respondent of its obligations under the settlement agreement and established several deadlines for compliance, each of which the Respondent disregarded, before the Respondent informed the Region of its staffing issue on June 20. See generally *Odaly's Management Corp.*, 292 NLRB 1283, 1284 (1989) (respondent's belated assertion, that it did not know that it had to file answer to the complaint, unavailing in light of Region's repeated warnings that answer was required). Further, to the extent the Respondent contends that it lacked adequate resources to timely comply with the settlement agreement, this too is unavailing. See *Provider Services Holdings, LLC*, 356 NLRB No. 181, slip op. at 1 (2011) ("it is well settled that 'preoccup[ation] with other aspects of [the] business' does not constitute good cause") (citing *Dong-A Daily North America*, 332 NLRB 15, 15 (2000), and *Lee & Sons Tree Service*, 282 NLRB 905 (1987)).

In addition, we note that the Respondent contends that compliance was delayed because the Region corresponded with the Respondent's counsel rather than its staff, but this contention is belied by representations of the Respondent's counsel that she was in communication with the Respondent's staff about compliance issues.

For these reasons, we find that the Respondent has failed to show cause why the General Counsel's motion should not be granted.[7]

[5] The Respondent acknowledges that the settlement agreement requires reimbursement of retroactive payments to Ronald McMillan and Jones but then contradicts itself by stating that "[t]here has been confusion as to whether Ronald McMillian [sic] or the Charging Party, Fidelis Njinkeng are [sic] entitled to reimbursement under the settlement agreement." However, attachment A, par. 5 of the settlement agreement explicitly states that McMillan is entitled to reimbursement. Any purported confusion, therefore, is unwarranted.

[6] To the extent that the Respondent's statement can be construed as an assertion that it has substantially complied with the settlement agreement, that claim is belied by its numerous admissions of noncompliance, discussed above. See generally *Robert Bosch Corp.*, 256 NLRB 1036, 1052 (1981). Cf. *Deister Concentrator Co.*, 253 NLRB 358, 359 (1980).

[7] Member Johnson questions whether the General Counsel has clearly shown that the Respondent defaulted on the settlement agreement by failing to notify employees of their *General Motors/Beck* rights and by failing to provide the Regional Director with records showing dues

In sum, we find that the Respondent has failed to comply with numerous terms of the settlement agreement, as detailed in the motion for default judgment. Consequently, pursuant to the noncompliance provisions of the settlement agreement set forth above, we find that the Respondent's answer to the original complaint has been withdrawn and all of the allegations in the reissued complaint are true.[8]

Accordingly, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, MVM, Inc., a California corporation with an office in Ashburn, Virginia, and offices and worksites in the Greater Washington, D.C. Metropolitan Area, has been engaged in the business of providing contract security services to various firms and institutions, including the National Institutes of Health facilities in Baltimore, Maryland.

During the 12-month period ending August 28, 2013, a representative period, the Employer, in conducting its business operations described above, performed services valued in excess of $50,000 in states other than the State of Maryland, including in the District of Columbia.

During the 12-month period ending August 28, 2013, a representative period, the Employer, in conducting its business operations described above, performed services valued in excess of $50,000 within the State of Maryland for the United States Government at the National Institutes of Health facilities in Baltimore, Maryland.

We find that the Employer is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. We further find that, at all material times, the Respondent, National Union United Security & Police Officers of America, has been a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of the Respondent within the meaning of Section 2(13) of the Act:

Assane Fay - Executive Director of National Union

Celedo Kemngang - President of Local 208

At all material times, Local Union No. 208, United Security & Police Officers of America (USPOA) has been an agent of the Respondent within the meaning of Section 2(13) of the Act.

At all material times since July 28, 2011, the Respondent has been the exclusive collective-bargaining representative of the following employees of MVM, Inc. (the bargaining unit), pursuant to Section 9(b) of the Act:

All full-time and regular part-time security officers assigned to ("Government" or "Client") at (the "Site"), employed by Employer pursuant to its Contract with the Government for the provision of security at said facilities; but excluding all managers, supervisors, office and/or clerical employees, temporarily assigned employees, substitute employees, and all non-security employees of the Employer.

At all material times since August 8, 2012, the Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment in the bargaining unit, including the following union-security provision:

Article 18: Union Security and Membership

All officers hereafter employed by the Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union, shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of

payments by employees. However, he agrees that the Respondent has defaulted on other obligations imposed by the settlement agreement. Inasmuch as the default provision may be invoked for "noncompliance with *any of the terms* of this Settlement Agreement" (emphasis added), he concurs in granting the General Counsel's motion.

[8] See *U-Bee, Ltd.*, 315 NLRB 667 (1994).

this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in NLRB v. General Motors Corporation, 373 U.S. 734 (1963) and Beck v. Communications Workers of America, 487 U.S. 735 (1988).

The Respondent expends the moneys collected pursuant to the union-security provision described above on activities germane to collective bargaining, contract administration, and grievance adjustment (representational activities); and on activities not germane to collective bargaining, contract administration, and grievance adjustment (nonrepresentational activities).

Since about February 28, 2013, and continuing to date, the Respondent has failed to inform bargaining unit employees of the following information under *General Motors* and *Beck*:

i. that they have the right to be or to remain a nonmember;

ii. that they have a right as a nonmember to object to paying for nonrepresentational activities and to obtain a reduction in fees for such nonrepresentational activities;

iii. that they have the right to be given sufficient information to enable them to intelligently decide whether to object; and

iv. that they have the right as nonmembers to be apprised of any internal union procedures for filing objections (as described in (ii) and (iii) above).

Since about February 28, 2013, and continuing to date, the Respondent has obligated Danyeta Jones, Fidelis Njinkeng, and other bargaining unit employees to pay dues for months they were not provided notice of their *Beck* rights.

Since about February 28, 2013, the Respondent has failed to make available to nonmember employees a procedure for filing *Beck* objections despite obligating employees under a union-security agreement.

Since about February 28, 2013, the Respondent has required bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to the Respondent.

Since in or around May 2013, the Respondent has sought retroactive dues and core fees from bargaining unit employees for a period prior to the execution of the collective-bargaining agreement identified above.

About August 17, 2013, Jones and unit employee Princess Griffith notified the Respondent that they objected to the payment of dues and fees for nonrepresentational activities.

Since about August 17, 2013, the Respondent has failed and refused to recognize Jones and Griffith as objecting nonmembers, and has continued to seek from said employees full dues and fees as a condition of their continued employment with the Employer.

Since about August 17, 2013, the Respondent has failed to provide Jones and Griffith with a detailed apportionment of its expenditures for representational activities and nonrepresentational activities. This information is necessary for Jones and Griffith to evaluate the Respondent's apportionment of dues and fees for representational activities and nonrepresentational activities.

Since in or around August 2013, the Respondent has required bargaining unit employees to complete dual-purpose membership/authorization cards as a condition of the Respondent's not seeking to have the Employer discharge them under the union-security provision.

Since in or around August 2013, the Respondent has failed to give bargaining unit employees an accounting of the core and noncore fees.

About June 24, July 9, August 13 and 19, 2013, the Respondent requested that the Employer discharge bargaining unit employees, including Jones and Njinkeng, for the nonpayment of dues and fees, and thereby attempted to cause the Employer to discharge these employees. The Respondent engaged in this conduct without previously advising the employees of their rights under *General Motors* and *Beck*. The Respondent engaged in this conduct because the employees were not members of the Respondent, failed to execute checkoff authorizations, failed to pay dues when they were under no obligation to do so, and for reasons other than the failure to tender uniformly required initiation fees and periodic dues.

CONCLUSIONS OF LAW

1. MVM, Inc. (the Employer), is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(b)(1)(A) of the Act by:

- failing, since February 28, 2013, and continuing to date, to inform bargaining unit employees of their rights under *General Motors* and *Beck*;
- obligating, since February 28, 2013, and continuing to date, Danyeta Jones, Fidelis Njinkeng, and other bargaining unit employees to pay dues

for months they were not provided notice of their *General Motors* and *Beck* rights;

- failing, since February 28, 2013, to make available to nonmember employees a procedure for filing *Beck* objections despite obligating employees under a union-security agreement;
- requiring, since February 28, 2013, bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to the Respondent; seeking, since May 2013, retroactive dues and core fees from bargaining unit employees for a period prior to the execution of the collective-bargaining agreement with the Employer;
- failing and refusing, since August 17, 2013, to recognize Jones and Griffith as objecting nonmembers, and seeking from said employees full dues and fees as a condition of their continued employment with the Employer;
- failing, since August 17, 2013, to provide Jones and Griffith with a detailed apportionment of its expenditures for representational activities and nonrepresentational activities; requiring, since August 2013, bargaining unit employees to complete dual-purpose membership/authorization cards as a condition of the Respondent's not seeking to have the Employer discharge them under the union-security provision; and
- failing, since August 2013, to give bargaining unit employees an accounting of the core and non-core fees.

4. The Respondent violated Section 8(b)(1)(A) and (2) of the Act by requesting, on June 24, July 9, August 13 and 19, 2013, that the Employer discharge bargaining unit employees, including Jones and Njinkeng, for the non-payment of dues and fees, thereby attempting to cause the Employer to discharge these employees, without previously advising the employees of their rights under *General Motors* and *Beck*, because the employees were not members of the Respondent, had failed to execute checkoff authorization, and failed to pay dues when they were under no obligation to do so, and for reasons other than the failure to tender uniformly required initiation fees and periodic dues.

5. Such unfair labor practices affected commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, we shall order the Respondent to notify all bargaining unit employees of their right to elect nonmember status and to file objections pursuant to *General Motors* and *Beck*, and make employees whole for any dues and fees exacted on or after February 28, 2013, for nonrepresentational activities, in the manner set forth in *Rochester Mfg. Co.*, 323 NLRB 260 (1997), affd. sub nom. *Cecil v. NLRB*, 194 F.3d 1311 (6th Cir. 1999), cert. denied 529 U.S. 1066 (2000), all unit employees who, after receiving notice of their *General Motors* and *Beck* rights, elect nonmember status and file objections, and process the objections of Jones and Griffith as the Respondent would have otherwise done, in accordance with the principles of *California Saw & Knife Works*, 320 NLRB 224 (1995), enfd. sub nom. *Machinists v. NLRB*, 133 F.3d 1012 (7th Cir. 1998), cert. denied sub nom. *Strang v. NLRB*, 525 U.S. 813 (1998), as having elected nonmember status and filed *Beck* objections. Any amounts to be reimbursed under our Order are to be with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

Additionally, we shall order the Respondent to compensate objecting unit employees for the adverse tax consequences, if any, of receiving lump-sum amounts. *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB No. 10 (2014).

ORDER

The National Labor Relations Board orders that the Respondent, National Union United Security & Police Officers of America, Washington, District of Columbia, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing to inform employees whom it seeks to obligate to pay dues and fees under a union-security clause of their right under *NLRB v. General Motors Corp.*, 373 U.S. 734 (1963), to be and remain nonmembers, and of the right of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in dues and fees for such activities.

(b) Obligating bargaining unit employees to pay full dues for months when they were not provided notice of their *General Motors* and *Beck* rights.

(c) Failing to make available to nonmember employees a procedure for filing *Beck* objections despite obligating employees to pay dues and fees under a union-security agreement.

(d) Requiring bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to the Respondent.

(e) Seeking retroactive dues and core fees from bargaining unit employees for a period prior to the execution of the collective-bargaining agreement with MVM, Inc.

(f) Failing to recognize and give effect to employees' requests to be objecting nonmembers in a timely fashion.

(g) Demanding that employees pay full union dues, as a condition of employment, after they requested to be objecting nonmembers.

(h) Failing to inform objecting nonmembers of the basis for its calculation of the percentage reduction in dues and fees for objectors for union activities not germane to the Respondent's duties as bargaining agent, and their right to challenge the figures.

(i) Requiring bargaining unit employees to complete dual-purpose membership/authorization cards as a condition of the Respondent's not seeking to have MVM, Inc., discharge them under the union-security provision of the collective-bargaining agreement.

(j) Attempting to cause MVM, Inc., to discharge employees pursuant to a union-security clause without first providing employees notice of their rights under *General Motors* and *Beck*.

(k) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Notify in writing all bargaining unit employees of their right to be and remain nonmembers, and of the rights of nonmembers to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in dues and fees for such activities. This notice must include sufficient information to enable employees intelligently to decide whether to object, as well as a description of any internal union procedures for filing objections.

(b) Recognize Danyeta Jones and Princess Griffith as objecting nonmembers since August 17, 2013, and Fidelis Njinkeng as an objecting nonmember since May 17, 2013.

(c) For each accounting period since August 17, 2013, provide Jones and Griffith and, for each accounting period since May 17, 2013, provide Njinkeng with verified information setting forth the Respondent's major categories of expenditures for the previous accounting year, distinguishing between representational and nonrepresentational functions, and the percentages of each category and of its total expenditures that it considers chargeable and nonchargeable, and informing them of their right to challenge the Respondent's figures.

(d) Notify in writing those employees whom the Respondent initially sought to obligate to pay dues or fees on or after the dates when they sought to become objecting nonmembers, of their right to elect nonmember status and to file *Beck* objections with respect to one or more of the accounting periods covered by the complaint.

(e) With respect to any employees who, with reasonable promptness after receiving the notices prescribed in paragraph 2(d), elect nonmember status and file *Beck* objections, process their objections in the manner set forth in the remedy section of this decision.

(f) Reimburse with interest any nonmember unit employees who file *Beck* objections with the Respondent for any dues and fees exacted from them for nonrepresentational activities, in the manner set forth in the remedy section.

(g) Notify employees, including Danyeta Jones and Fidelis Njinkeng, that the Respondent will not cause or attempt to cause MVM, Inc., to discharge employees pursuant to a union-security clause without first providing employees notice of their rights under *General Motors* and *Beck.*

(h) Compensate objecting employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards.

(i) Within 14 days after service by the Region, post at its facility in Washington, District of Columbia, copies of the attached notice marked "Appendix."[9] Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to members and employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its members by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(j) Within 14 days after service by the Region, deliver to the Regional Director for Region 5 signed copies of the notice in sufficient number for posting by the Employer at its Baltimore, Maryland facility, if it wishes, in

[9] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

all places where notices to employees are customarily posted.

(k) Within 21 days after service by the Region, file with the Regional Director for Region 5 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. March 26, 2015

Mark Gaston Pearce, Chairman

Harry I. Johnson, III, Member

Lauren McFerran, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail to inform employees whom we seek to obligate to pay dues and fees under a union-security clause of their right under *NLRB v. General Motors Corp.*, 373 U.S. 734 (1963), to be and remain nonmembers, and of the right of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to our duties as bargaining agent, and to obtain a reduction in dues and fees for such activities.

WE WILL NOT obligate bargaining unit employees to pay full dues for months when they were not provided notice of their *General Motors* and *Beck* rights.

WE WILL NOT fail to make available to nonmember employees a procedure for filing *Beck* objections despite obligating employees to pay dues and fees under a union-security agreement.

WE WILL NOT require bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to us.

WE WILL NOT seek retroactive dues and core fees from employees for a period prior to the execution of our collective-bargaining agreement with MVM, Inc.

WE WILL NOT fail to recognize and give effect to employees' requests to be objecting nonmembers in a timely fashion.

WE WILL NOT demand that employees pay union dues, as a condition of employment, after they have requested to be objecting nonmembers.

WE WILL NOT fail to inform objecting nonmembers of the basis for our calculation of the percentage reduction in dues and fees for objectors for union activities not germane to the Respondent's duties as bargaining agent, and their right to challenge our figures.

WE WILL NOT require bargaining unit employees to complete dual-purpose membership/authorization cards as a condition of our not seeking to have MVM, Inc., discharge them under the union-security provision of the collective-bargaining agreement.

WE WILL NOT attempt to cause MVM, Inc., to discharge employees pursuant to a union-security clause without first providing employees notice of their rights under *General Motors* and *Beck*.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights listed above.

WE WILL notify in writing all bargaining unit employees of their right to be and remain nonmembers, and of the rights of nonmembers to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in dues and fees for such activities. This notice will include sufficient information to enable employees intelligently to decide whether to object, as well as a description of any internal union procedures for filing objections.

WE WILL recognize Danyeta Jones and Princess Griffith as objecting nonmembers since August 17, 2013, and recognize Fidelis Njinkeng as an objecting nonmember since May 17, 2013.

WE WILL, for each accounting period since August 17, 2013, provide Jones and Griffith and, for each accounting period since May 17, 2013, provide Njinkeng with verified information setting forth the major categories of

our expenditures for the previous accounting year, distinguishing between representational and nonrepresentational functions, and the percentages of each category and of our total expenditures that we consider chargeable and nonchargeable, and informing them of their right to challenge our figures.

WE WILL notify in writing those employees whom we initially sought to obligate to pay dues or fees on or after the dates when they sought to become objecting nonmembers of their right to elect nonmember status and to file *Beck* objections with respect to one or more of the accounting periods covered by the complaint.

WE WILL, with respect to any employees who, with reasonable promptness after receiving the notices prescribed above, elect nonmember status, file *Beck* objections, and process their objections.

WE WILL reimburse with interest any nonmember unit employees who file *Beck* objections with us for any dues and fees exacted from them for nonrepresentational activities.

WE WILL notify unit employees, including Danyeta Jones and Fidelis Njinkeng, that we will not cause or attempt to cause MVM, Inc., to discharge employees pursuant to a union-security clause without first providing employees notice of their rights under *General Motors* and *Beck*.

WE WILL compensate objecting employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards.

NATIONAL UNION UNITED SECURITY & POLICE OFFICERS OF AMERICA

The Board's decision can be found at www.nlrb.gov/case/05-CB-112215 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.